

|  |  |                                       |                     |  |                        |   |  |
|--|--|---------------------------------------|---------------------|--|------------------------|---|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |  |                                       | 1. CONTRACT ID CODE |  | PAGE OF PAGES<br>1   5 |   |  |
| 2. AMENDMENT/MODIFICATION NO.:<br><br>0002   |  | 3. EFFECTIVE DATE<br><br>18 June 2002 |                     | 4. REQUISITION/PURCHASE REQ. NO.<br><br>W81W3G-2144-7550 |                        | PROJECT NO. (If applicable)                                     |  |
| 6. ISSUED BY<br>USAED-Baltimore District<br>Contracting Division<br>P.O. Box 1715<br>Baltimore MD 21203-1715 |  | CODE<br>CA31                          |                     | ADMINISTERED BY:   |                        | CODE  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)                                  |  |                                       |                     | (x)  |                        | 9A. AMENDMENT OF SOLICITATION NO.                               |  |
|  |  |                                       |                     |  |                        | 9B. DATED (SEE ITEM 11)   |  |
|  |  |                                       |                     | X  |                        | 10A. MODIFICATION OF CONTRACT/<br>ORDER NO.<br>DACW31-02-R-0033 |  |
|  |  |                                       |                     |  |                        | 10B. DATED (SEE ITEM 13)<br>28 MAY 2002                         |  |
| CODE   |  | FACILITY CODE                         |                     |  |                        |   |  |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers \_\_\_ is extended X is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

|   |  |
|---|--|
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER No. ITEM 10A  |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR43.103(b) |  |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |  |
| D. OTHER (Specify type of modification and authority)   |  |

E. IMPORTANT: Contractor X is not, \_\_\_ is required to sign this document and return \_\_\_\_\_copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this amendment is to incorporate changes and corrections to Solicitation DACW31-02-R-0033. Further, this amendment provides questions and answers pertaining to the solicitation.

The contract specialist for this action is Del Sutton. He can be reached at 410-962-5641 or email delmar.w.sutton@nab02.usace.army.mil.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

|  |                  |  |                  |
|--|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)        |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |                  |
| 15B. CONTRACTOR/OFFEROR                              | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA                              | 16C. DATE SIGNED |
| BY _____<br>(signature of person authorized to sign) |                  | BY _____<br>(Signature of Contracting Officer)             |                  |

Section B:

The last sentence for Line item 0002 is changed to include the words “and provide remedial action services.”

Section C:

Paragraph C.4.2.4.2, first paragraph, the words “[Must they follow the WBS shown above?]” are hereby deleted from the solicitation.

Section H:

Provision H.18 is hereby amended to read: "Indemnification will not be provided for any work performed under these contracts. This clause does not affect the provisions of FAR 52.228-7, Insurance and Liability to Third Persons (March 1996)."

Section J:

Labor Cost Matrix is added to Attachment J.7.

Sample Task Work Breakdown Structure is added to Attachment J.8.

Cost Summary Schedule is added to Attachment J.9.

Section L:

FAR 52.207-2, Notice of Cost Comparison, is hereby deleted from the solicitation.

Paragraph L.6.1.B.1.b.ii, second sentence is hereby changed to read “Projects used shall be relevant projects completed by the offeror that pertain to section C, Statement of Work.”

Paragraph L.6.2.A.4; the reference to J.5 is hereby changed to J.7.

**Questions received in Response to Solicitation DACW31-02-R-0033**

Q: Section B, Supplies or Services and Prices (pg 2 of 64): CLIN0002 does not include the phrase "provide remediation services" which is included under CLIN 0001. Is this an error?

A: *CLIN 0002 should include the phrase “provide remediation services.” The solicitation will be amended to correct CLIN 0002.*

Q: C.1. Description Of Work: Does "....conduct investigations...." to include the collection of asbestos bulk samples/asbestos surveys (or "limited surveys")?

A: Bulk sampling and surveys will be required from time to time.

Q: C.2 Scope Of Work (SOW), Page 5, 2nd Paragraph (List Of Personnel): Task Order Manager described in Section C.4.2.1 is not listed in this Section. Is it listed as a different title or was it not included in this section?

A: *Task Order Manager can be considered the same as Project Manager.*

Q: C.2.13 Asbestos Trained Personnel: AHERA (and DC) does not certify individuals for abatement oversight. However, some states within the NAD do have individual certification programs for "Project Monitors, Air Monitoring Technicians, etc. Your RFP calls for AHERA Supervisors to provide oversight, if not a NAD state requirement, do we still need to follow the RFP requirement?

A: *Yes, although it is not a regulatory requirement, individuals with this certification have been trained and should have the knowledge obtained during the training to be capable of overseeing asbestos abatement projects and be able to recognize hazards that should be corrected or in which the project should be stopped.*

Q: C.4.2.4 Individual Task Order Proposals - Will "Individual Task Order Proposals" be billable to the government?

A: *This will be considered on an individual task order basis.*

Q: C.6.1 Permits And Licenses: Do all individual (list of) certifications and licenses for all NAD states need to be shown in the Technical Proposal? These licenses and certifications will be submitted after award, is this correct?

A: *All certifications and licenses do NOT need to be shown in the Technical Proposal. They must be made available upon request by the government.*

Q: C.7.2 Corporate Safety And Health Program: An outline of the corporate Safety and Health Program must be submitted with the proposal. Will this be included in the 35 page count?

A: *An outline of the SHP should be minimal and will be counted in the page limitations.*

Q: C.7.4.1 CIH: Are CIH Certifications that were requested in the RFP to be included in the 35 page count?

A: *No.*

Q: C.7.4.6 Industrial Hygienist: Is this defined position separate from the Asbestos Oversight Personnel (per C.7.4.2)?

A: *Yes, this individual will be responsible for collecting air monitoring data. It is separate from the asbestos oversight personnel who will be providing quality assurance that the project is being performed according to the work order scope of work.*

Q: C.4.1.1 Program Manager: Should the Program Manager position identified in this section be considered the same as the Project Manager position identified in Section C.2 or is this a higher level position?

A: *It is up to the offeror to determine how to best staff the contract. A program manager is typically responsible for the overall management of the contract, whereas, the project manager runs the job.*

Q: C.4.1.3 Chains of Command: First paragraph requires the health and safety and CQC positions to report directly to the "field production manager" while the second paragraph requires these same positions to report to the Program Manager or higher. Please clarify.

A: *The H&S and CQC shall report to the field production manager.*

Q: C.7.4.1 Certified Industrial Hygienist (CIH): This section requires the services of a CIH licensed in D.C. to direct air monitoring. Section C.2.10 identifies the requirement for an IH to oversee asbestos abatement. Can an IH satisfy both of these requirements?

A: *No, the IH can be under the supervision of the CIH. The CIH does not need to be on site. The Army Corps of Engineers requires a CIH to be responsible for and oversee the IH air sampling activities.*

Q: H 52.0228-4001: The insurance provision requires, in addition to expected normal coverage, includes coverage for dredging activities. Is this an error? This seems to be unnecessary. Would the Corps consider removing the insurance requirement for dredging activities?

A: *Insurance for dredging is required only if dredging activities will be required under the contract. Since there is no dredging required under this contract, insurance for dredging is not required.*

Q: L.1.C.2 Letters of Commitment from Team Members (page 56 of 64): Providing letters of commitment with all terms and conditions from teaming members can be several pages. Will the Corps consider a lengthy agreement as not part of the 35 page count?....or.....Can a small paragraph with a line for team signature be used within the Technical Proposal with references that the full agreement will be presented in the Cost Proposal?

A: *A small paragraph with signature will suffice. If teaming arrangements are needed, they must be made available upon government request.*

Q: L.6.2.a.i. Key Positions: Are the Identified Personnel Resumes excluded from the page count just as the Job Experience Sheets are?

A: *Resumes are excluded from the page count.*

Q: L. page 58 of 64. This section references FAR 52.207-2, Notice of Cost Comparison, a clause which is applicable only to A-76 type procurements. Would the Corps delete this clause or explain how it applies to the evaluation criteria in Section M?

A: *The solicitation will be amended to delete this clause.*

Q: Award Fee: No award fee plan appears to be included in the solicitation, thus implying it will be developed or negotiated after award. Would USACE consider adding a fixed fee as an option to be used at the discretion of USACE?

A: *No. Task orders will be issued on a cost plus award fee basis.*

Q: Section L.5 of the RFP states that 8.5 X 17 (foldout) pages may be used. Do you mean 11 X 17 (foldout) pages?

A: *Intended paper size is 11" x 17" for foldouts.*

Q: RFP Section L.6.1.b.2, is the title of Section One TECHNICAL EXPERTISE AND EXPERIENCE correct? Section L.6.b.1 has the same title. Please clarify.

A: *L.6.1.B is titled "Section One." L.6.1.B.1 is titled "Technical Experience and Expertise."*

Q: Section L.6.1.b.2.a requests that we provide a maximum of 5 key personnel. Do you require that the CIH be included as one of the 5 key personnel? Section C.7.4.1 requires that a resume for our CIH be included with our proposal.

A: *Key personnel are determined by the offeror.*

Q: Section L.6.1.b.3, PAST PERFORMANCE. Are we supposed to submit the Job Experience sheets twice? First in the technical expertise and experience section and then a second time in the past performance section. Please clarify.

A: *Paragraph L.6.1.B.1.b.ii shall be amended to read "...Projects used shall be relevant projects completed by the offeror that pertain to section C..."*

Q: Section C.7.2 requests a copy of our corporate HSP table of contents. Where would you like us to include this in our proposal submittal?

A: *In the Sample task work plan.*

Q: Section C.8.2 asks that we identify USACE Missouri River Division (MRD) certified laboratories. Do we need to include copies of certificates with our proposal?

A: *No.*

Q: Section C.8.4.4, Business Licenses. Would you like us to submit business licenses for all subcontractors? If so, where should we include them in our proposal?

A: *No.*

Q: Attachment J.1, Sample Task Statement of Work. Appendix A - Site Drawings and Appendix B - AHERA Project Designer Certification were not included with the RFP. Will they be provided soon?

A: *There is no plan to provide appendices A and B. Assumptions can be made that this is a typical school with no atypical features or conditions.*

Q: Attachment J.4, Job Experience Sheets. May we make minor modifications to the Job Experience Sheet without deleting any of the required information?

A: *Yes, as long as it is only one project per page.*

Q: Attachment J.5, Identified Personnel Resume. May we make minor modifications to the Identified Personnel Resume without deleting any of the required information?

A: *Yes.*

Q: Section C of the RFP does not include Appendix B,C and D. Will they be provided?

A: *Appendices B, C and D are included as attachment J.11 to the solicitation.*

Q: Section I, page 54 of 64 (3. past performance) - this paragraph requests 5 completed projects for references. Do you require 5 references for each team member (e.g. 1 prime + 2 sub team members = 15 references) or just a total of 5 references?

A: *There should be a total of five references.*

Q: Request For Proposal DACW31-02-R-0033 includes clause H.18 which states that, "Indemnification will not be provided for any work performed under these contracts". The RFP also incorporates FAR 52.228-7 Insurance-Liability to Third Persons, which does provide indemnity to contractors. We request clarification of the relationship between these two clauses. It is our understanding that clause H.18 only relates to indemnification requests under P.L 85-804, and that the Contractor will receive indemnification under the Insurance - Liability to Third Persons clause in the RFP. If this is correct can Clause H.18 be amended to apply only to indemnification under P.L 85-804?"

A: *Provision H.18 will be amended to read as follows: "Indemnification will not be provided for any work performed under these contracts. This clause does not affect the provisions of FAR 52.228-7, Insurance and Liability to Third Persons (March 1996)."*

Q: Attachment J.1, Sample Task Statement of Work, there are 25 IT references. Please clarify. Should we assume that "IT" should be replaced by "EMARC Contractor?"

A: *Yes.*

Q: Paragraph C.4.2.4.2 states, "Must they follow the WBS shown above?" What WBS are you referring to?

A: That statement was entered in error. Section C of the solicitation will be amended to delete the question "Must they follow the WBS shown above?"

Q: Is it acceptable to incorporate additional columns in Attachment J.7, Labor Cost Matrix?

A: *No.*

Q: Is it acceptable to incorporate additional columns in Attachment J.9, Cost Summary Schedule?

A: *No.*

Q: Page 56, section L.C.1.c.2. Are Teaming Agreements included in the proposal page count?

A: No. Teaming arrangements must be made available to the government upon request.

Q: Section L.6.2.a.2. Is an SF33 also required from all identified subcontractors?

A: *No.*

Q: Section L.6.2.a.4 refers to Section J, Attachment J.5. Should this reference be corrected to refer to Attachment J.7?

A: *Yes. The solicitation will be amended to change the reference to Attachment J.7.*

Q: Section L.6.2.a.7. Are all identified Subcontractors required to provide Section K, Representations, Certifications, and Other Statements of Offeror?

A: *No.*

## LABOR COST MATRIX

[illegible]

SAMPLE TASK  
WORK BREAKDOWN STRUCTURE  
INDIVIDUAL WORK ELEMENT RESOURCE SCHEDULE  
AND SUMMARY

|                          | <u>UNIT</u>     | <u>WE (1)</u><br><u>QUANTITY</u> | <u>WE (2)</u><br><u>QUANTITY</u> | <u>WE (3)</u><br><u>QUANTITY</u> | <u>WE(4)</u><br><u>QUANTITY</u> | <u>WE(5)</u><br><u>QUANTITY</u> | <u>WE(6)</u><br><u>QUANTITY</u> | <u>WE(7)</u><br><u>QUANTITY</u> | <u>TOTAL</u> |
|--------------------------|-----------------|----------------------------------|----------------------------------|----------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|--------------|
| DIRECT LABOR:            |                 |                                  |                                  |                                  |                                 |                                 |                                 |                                 |              |
| _____                    | HR              | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | HR              | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | HR              | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | HR              | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | HR              | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | HR              | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | HR              | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | HR              | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| MATERIALS                | (LF,TN,CY,etc.) |                                  |                                  |                                  |                                 |                                 |                                 |                                 |              |
| _____                    | _____           | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | _____           | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | _____           | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | _____           | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| EQUIPMENT                | (HR,DY,etc.)    |                                  |                                  |                                  |                                 |                                 |                                 |                                 |              |
| _____                    | _____           | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | _____           | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | _____           | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | _____           | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| SUBCONTRACTORS           |                 |                                  |                                  |                                  |                                 |                                 |                                 |                                 |              |
| (Describe Function/Task) |                 |                                  |                                  |                                  |                                 |                                 |                                 |                                 |              |
| _____                    | <u>JB</u>       | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | <u>JB</u>       | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| _____                    | <u>JB</u>       | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| TRAVEL                   |                 |                                  |                                  |                                  |                                 |                                 |                                 |                                 |              |
| Mileage                  | <u>MI</u>       | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| Perdiem                  | <u>DAYS</u>     | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |
| Commercial Carrier       | <u>TRIPS</u>    | _____                            | _____                            | _____                            | _____                           | _____                           | _____                           | _____                           | _____        |

NOTE: Apply additional Lines as needed.

## COST SUMMARY SCHEDULE WITH BURDEN RATES APPLICATION

PRIME CONTRACTOR: \_\_\_\_\_

|                                 |                               | (1)               | (2)             | (3)            | (4)  | (5)                          | (6)   | (7)             |
|---------------------------------|-------------------------------|-------------------|-----------------|----------------|------|------------------------------|-------|-----------------|
|                                 |                               | PURE DIRECT COSTS | FRINGE BENEFITS | LABOR OVERHEAD | G&A  | MATERIALS OVERHEAD OTHER/ETC | TOTAL | REFERENCE NOTES |
|                                 |                               |                   | Pool            | Pool           | Pool | Pool                         |       |                 |
|                                 |                               |                   | Base            | Base           | Base | Base                         |       |                 |
| <b>LABOR</b>                    | <i>Home Office</i>            |                   |                 |                |      |                              |       |                 |
|                                 | Professional                  | \$ 1,000.00       |                 |                |      |                              |       |                 |
|                                 | Technician                    | \$ 1,000.00       |                 |                |      |                              |       |                 |
|                                 | Clerical                      | \$ 1,000.00       |                 |                |      |                              |       |                 |
|                                 | Other                         | \$ 1,000.00       |                 |                |      |                              |       |                 |
|                                 |                               |                   |                 |                |      |                              |       |                 |
|                                 | <i>Project (Field) Office</i> |                   |                 |                |      |                              |       |                 |
|                                 | Professional                  | \$ 1,000.00       |                 |                |      |                              |       |                 |
|                                 | Technician                    | \$ 1,000.00       |                 |                |      |                              |       |                 |
|                                 | Labor                         | \$ 1,000.00       |                 |                |      |                              |       |                 |
|                                 | Other                         | \$ 1,000.00       |                 |                |      |                              |       |                 |
| <b>MATERIALS</b>                |                               | \$ 1,000.00       |                 |                |      |                              |       |                 |
| <b>EQUIPMENT</b>                |                               | \$ 1,000.00       |                 |                |      |                              |       |                 |
| <b>SUBCONTRACTORS</b>           |                               |                   |                 |                |      |                              |       |                 |
| Team                            |                               | \$ 1,000.00       |                 |                |      |                              |       |                 |
| Non-Team                        |                               | \$ 1,000.00       |                 |                |      |                              |       |                 |
| <b>TRAVEL</b>                   |                               | \$ 1,000.00       |                 |                |      |                              |       |                 |
| <b>OTHER DIRECT COSTS (odc)</b> |                               | \$ 1,000.00       |                 |                |      |                              |       |                 |
| <b>TOTAL</b>                    |                               | \$ 14,000.00      |                 |                |      |                              |       |                 |